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ABSTRACT

This agreement between the College of Medicine and Dentistry of New Jersey and the Council of Chapters of the American Association of University Professors at the College of Medicine and Dentistry of New Jersey is effective from June 8, 1973 to June 30, 1975. Contained in the agreement are articles covering policy statements, grievance procedures, management responsibilities, compensation benefits, fringe benefits, faculty travel, and consultation and communications procedures. The appendix contains the faculty salary schedule. (PG)

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HE 005 149

PREAMBLE

This Agreement is effective the 8th day of June, 1973 by and between the College of Medicine and Dentistry of New Jersey (hereinafter called the College) and the Council of Chapters of the American Association of University Professors at the College of Medicine and Dentistry of New Jersey (hereinafter called the Association). The parties recognize that it is the responsibility of the College to provide a quality educational program, to encourage the development of new knowledge through research, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end they mutually enter into this Agreement intended to state the employment relations between the College and the Association under applicable State and Federal law.

ARTICLE I

DEFINITIONS

1. *The College* -- the College of Medicine and Dentistry of New Jersey which is comprised of four academic units --
   a.) The New Jersey Medical School
   b.) The New Jersey Dental School
   c.) The Graduate School of Biomedical Sciences
   d.) The Rutgers Medical School

2. *The Association* -- the Council of Chapters of the American Association of University Professors at the College. The Council is composed of two chapters --
   a.) The New Jersey Medical School, the School of Biomedical Sciences, and the New Jersey Dental School
   b.) The Rutgers Medical School

3. *Faculty* -- those members of the College who are included in the Association negotiating unit.

4. *Appellant* -- a member of the Association who has filed a grievance under Article V.

5. *B.A.S.L.* -- the abbreviation for Basic Annual Salary Level; defines compensation resulting from the range and step classification of a faculty member.

6. *Increment* -- the sum of dollars, fixed to a percentage of the first step of a salary range, which is the step progression constant of that range.

7. *Anniversary Date* -- the date during the fiscal year on which a faculty member becomes eligible for performance dependent increments which are length of service driven.

8. *Department* -- a subdivision of a school maintained for the purpose of conducting a curriculum or curricula in a specified field of learning.

9. *Section* -- a departmental sub-group with a discrete professional identification including a national certification board and separate residency programs.

10. *Academic Division* -- a departmental sub-group without a national certification board and/or a separate residency program but having a generally accepted discrete research and/or clinical specialty base.

11. *Service Division* -- a subdivision of a school created to improve and/or coordinate health care delivery.

ARTICLE II

RECOGNITION

The College recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research faculty and all part-time teaching and/or research faculty who are employed at 50% or more of full-time by the College, but specifically excluding all faculty members who are employed by the College at less than 50% of full-time, all faculty members who in addition to their professorial titles hold any title which carries managerial, administrative, or supervisory responsibility (among titles so excluded are President, Vice President, Dean, Associate Dean, Assistant Dean, Assistant to the Dean, Director, Department Chairman, Section Chief, Division Chief, Division Director), all interns and residents including those residents holding the title of instructor, and all other employees not holding academic rank and title, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances. This is without prejudice to the current action being undertaken by the Association with regard to the inclusion of department chairmen in the unit.

ARTICLE III

POLICY STATEMENTS

The College and the Association adopt the following as policy during the life of this Agreement.

1. The College and the Association agree to continue the established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, sex, marital status, age, national origin, or Association membership.

2. The Association recognizes its responsibility as negotiating agent and agrees to represent all faculty in the negotiating units.

3. Individual contracts entered into between the College and individual faculty members shall not conflict with the terms of this Agreement.

4. The College agrees to involve the faculty in the formulation of College policies determining terms and conditions of employment.

5. Where any College regulation or policy is in conflict with any specific provision of the Agreement, or when any procedure or amendment of procedure conflicts with any specific provision of this Agreement, the Agreement shall govern.

6. Neither the Association nor any faculty member represented by it will engage in or support any strike, work stoppage, or other such job action.

7. The College shall not institute or support any lockout of faculty.

ARTICLE IV

CONSULTATION AND COMMUNICATIONS PROCEDURES

The parties recognize the valuable assistance to be gained from effective communication between the Association and the College. Accordingly it is agreed that the College and the Association will meet periodically to resolve problems of mutual concern to the parties. Such meetings and the agenda therefore may be set by either party to this Agreement and shall be scheduled at a mutually convenient time and place. It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as a means for fostering harmonious relations.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition

A grievance is an allegation by a faculty member that there has been:

1. A breach, misinterpretation or improper application of any of the provisions of this Agreement;

2. An arbitrary or discriminatory application of, or failure to act pursuant to the written rules, policies or regulations of the College related to terms and conditions of employment.

Objections to the discharge of faculty shall be handled through the appropriate By-Law provisions and shall not be grievable under the procedure set forth in this agreement. However, the parties agree that pending adoption of the By-Laws such objections may be handled under this agreement.

B. Time Limits

All limits herein shall consist of normal working days and exclude Saturdays, Sundays, and regularly scheduled holidays of the College. Time limits may be extended only with the written consent of the College and appellant.

C. Steps in Grieving

1. Informal Procedure

Any member of the Association may orally present and discuss a complaint with the department chairman on an informal basis. Every attempt shall be made to resolve any grievance arising under this section speedily and informally.

2. *Formal Procedure*

a) **Step One**

Within thirty days after the event or occurrence or the date on which the aggrieved party first gained or should reasonably have been expected to have gained knowledge of the alleged event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate Dean. A statement of grievance shall include 1) the name of the aggrieved party or parties, 2) a statement of the facts giving rise to the grievance, 3) identification of all provisions of this agreement alleged to be violated or of written rules, policies and regulations said to be misapplied, 4) the date on which the event or occurrence first occurred, 5) the date of initial submission of the grievance in writing, 6) remedy or correction requested. The Dean shall discuss the grievance with the appellant. The Dean shall render his decision to the appellant within fourteen (14) days after receipt of the decision.

b) **Step Two**

In the event the appellant is not satisfied with the decision at Step One, he may, within ten (10) days of receiving the decision, present an appeal in writing to the Dean of the employing unit. The Dean shall then be obliged to present the appeal before the appropriate Committee of Review within seven (7) days. The Committee of Review must hear the case with concern for due process, the appellant must be afforded the opportunity to testify, and the appellant must have the opportunity to be apprised of the basis upon which all actions were taken.

The appellant and, if he so wishes, Association representatives, will be afforded an opportunity to obtain

necessary witnesses and relevant documentary and other evidence, except confidential letters of recommendation, and the administration will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control.

The appellant and the appropriate administrative officer will have the right to confront and cross-examine all the witnesses. Where a witness cannot or will not appear, but the Committee determines that the interests of justice require admission of his statement, the Committee will identify the witness, disclose his statement and if possible provide for interrogatories.

The decision of the Committee of Review must be presented, in writing, to the appropriate Dean, the appellant, the Association, and the College President. The Committee of Review must render its decision within thirty (30) days after the appeal was presented to the Committee. This period may be extended by mutual consent to a maximum of ninety (90) days.

c) **Step Three**

If the appellant or the Dean is not satisfied with the written decision of the Committee of Review, a written appeal shall be sent to the President within ten (10) days. The President shall have fourteen (14) days to resolve the matter. If this is not successful, the matter shall be referred to the All College Appeals Committee defined below. The All College Appeals Committee must hear the case with concern for due process as defined in Step Two above. The All College Appeals Committee must render its decision within thirty (30) days after the appeal was presented to the Committee unless further time is granted by mutual consent. The decision of the All College Appeals Committee shall be considered advisory to the President.

In the compelling event that the President dissents from the decision of the All College Appeals Committee, he will counsel with them. The President shall render a final decision within thirty (30) days from receipt of the Committee's findings. Copies of the President's decision shall be sent to the appellant, the Association and the appropriate Dean.

D. Hearings Committees and Representation

1. Committee of Review –shall be composed of six faculty members holding appointments in the same unit as the appellant except that they may not hold appointments in the same department as the appellant. Three of the Committee members shall be chosen by the Association and three shall be chosen by the Dean of the employing unit.

2. All College Appeals Committee –shall be composed of three faculty members selected by the Association and three persons selected by the College President. None of the Committee members may hold a faculty appointment in the same department as the appellant.

3. In the event a hearing is directed, the appellant may, at his option, choose to be represented by the Association Chapter Representative for his College Unit, at Steps One and Two of the Formal Grievance Procedure, and by the Association President at Step Three or by other Association representatives except that no more than two Association representatives may be present at any time and that no Association representative will permit attendance at hearings to interfere with their obligations to the College.

E. Failure to Render a Decision

Failure to render a decision at any step of this procedure within the specified time limit shall permit the appellant to proceed to the next step.

F. Failure to Appeal

Failure of the aggrieved party or parties to appeal a decision at any step within the specified time shall constitute an acceptance of the last rendered decision. Any step of the grievance procedure may be waived with a written consent of the College and the appellant.

G. Group Grievance

In the event that faculty members have a group grievance it shall be sufficient if one member presents the grievance on behalf of all similarly affected faculty members provided, however, that the initial statement of the grievance shall include the items required in Step One, the names of all faculty members known to be similarly affected, a statement indicating that the grievance is a group grievance, and the signatures of all involved faculty indicating their express consent to be included. Group grievances will otherwise be governed by the procedural processes outlined in Article V.

ARTICLE VI

MANAGEMENT RESPONSIBILITIES

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself the prerogatives of Management as well as all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey with due recognition to applicable State and Federal laws and pursuant to Article III, number 4.

ARTICLE VII

ASSOCIATION RIGHTS

1.) The College agrees to provide to the Association space to conduct official meetings providing said space request does not interfere with normal College operations. The College may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use.

2.) Except as provided in this agreement, no faculty member may engage in Association activities during the time of his (her) officially assigned academic obligations. However, recognizing that Association officers are exercising a legitimate professional concern and contributing to the academic community, the College agrees to notify all deans and department chairmen of the names of such faculty and request that their responsibilities be considered when faculty duties are being assigned.

3.) Association representatives shall be permitted to transact official business on College property at all reasonable times provided that this shall not interfere with or interrupt normal College operations.

4.) The Association shall have the right, in accordance with College procedure, to make reasonable use of College duplicating, computing, office and audio-visual equipment.

5.) The Association shall be notified in writing of all new faculty appointments within thirty (30) days after their approval by the Board of Trustees of the College.

6.) The College agrees to deduct from each faculty pay check the professional dues of the Association, provided said faculty furnishes a voluntary written authorization for such deduction on a form acceptable to the College. Any change in the amount of the Association's profession dues shall be certified to the College by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. Deduction of

Association professional dues made pursuant hereto shall be remitted to the appropriate chapter at the end of the calendar month in which such deductions are made, together with a list of faculty from whose pay deductions have been made.

7.) Except as limited by the specific and express terms of this Agreement, the Association retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey and applicable State and Federal laws.

ARTICLE VIII

COMPENSATION BENEFITS

1.) On July 1, 1973, the College's existing faculty salary schedule shall be increased by 5.5% with the B.A.S.L. of each faculty member increased by 5.5%.

2.) On their anniversary date, every eligible faculty member who has fulfilled his (her) academic duties with professional competence shall receive an additional increase equal to one (1) increment within their salary range. This increment will be computed from the 1973-1974 faculty salary schedule, and documentation supporting the decision to grant or withold this anniversary date adjustment shall be submitted in writing by the department chairman to the appropriate dean and involved faculty member.

3.) Faculty members who are promoted to a higher academic rank will be moved to the next higher step on their present salary range and then moved to the step represented by the equivalent or next higher dollar amount on the salary range of the rank to which they are being promoted. In all instances, promotions shall result in salary adjustments which are at least equal to one (1) increment.

4.) All salary adjustments shall be subject to the terms and conditions of the appropriations legislation and administered consistent with the rules and regulations adopted by the College in conformity with the appropriate elements of the State's Compensation Plan.

5.) Subsequent modification of the approved compensation plan shall be subject to negotiation.

ARTICLE IX

FRINGE BENEFITS

Any fringe benefits uniformly affecting all employees in the unit in effect on the date of this Agreement shall remain in effect except to the extent they are modified by the terms of this Agreement. Should changes in any of the programs defined herein be affected by legislation during the term of this Agreement, all such changes appropriate to the members of this unit shall be made and implemented in accordance with the provisions of such legislation.

The identified benefits are:

1. – *Vacation*

a.) Full time (12 month) faculty members are entitled to vacation of one (1) month (22 working days) for eleven (11) months of service except that during the first calendar year of appointment the full-time faculty member shall accrue vacation at the rate of one-and-one-half (1½) days per month.

b.) Vacation accrued in any fiscal year must be taken by the close of the following fiscal year or be forfeited.

c.) In instances where faculty are permanently employed at half-time or more, but less than full-time, or where service is for less than a full year, (first and last years of employment) the following conversion formula determines accrued vacation days:

$$\text{Vacation days} = \frac{\text{per cent of appointment}}{1.00} \times \text{months employed} \times \frac{\text{annual rate}}{12}$$

2. *Health Benefits*

The College offers all faculty members and their dependents Blue Cross–Blue Shield with Rider J and Major Medical Insurance at no cost to the faculty member. Such coverage is effective the first day of the month following two full months of employment and is subject to completion of the appropriate forms; coverage is not automatic.

3. *Alternate Benefit Plan*

All eligible faculty members shall be enrolled in the Alternate Benefit Plan. The Alternate Benefit Plan is administered by the New Jersey Division of Pensions, is subject to appropriate legislation, and has three elements:

a.) Retirement Annuity Plan
b.) Group Life Insurance Plan
c.) Disability Insurance Plan

4. *Other*

The College provides Workman's Compensation benefits and Social Security benefits to all eligible faculty.

Comprehensive information on all fringe benefit programs shall be available in the Personnel Office of each campus.

ARTICLE X

FACULTY TRAVEL

Faculty shall be permitted sufficient time away from their academic assignments for previously approved scholarly and professional purposes, subject to the following provisions:

1. The faculty member will have complied with the travel regulations of the College.

2. It shall be the responsibility of the faculty member to provide adequate substitutes for all regularly scheduled College activities in his (her) absence. Such substitutes must have the prior approval of the department chairman.

3. Funds to support faculty travel shall be allocated on a departmental basis and to the extent of money allocated, faculty travel will normally be authorized for the following purposes in order of priority:

   a.) To officiate, or to serve in another official capacity, or to make a formal presentation at a professional conference or meeting.

   b.) To attend a professional conference or meeting pertaining to the academic interests of the faculty member.

4. This provision shall not alter the right of the College to make qualitative judgments as to the merits of any particular travel request and to make judgments as to the overall needs of the institution.

ARTICLE XI

DURATION OF THE AGREEMENT

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 1975. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than September 30, 1974 or September 30 of any subsequent year for which this Agreement was automatically renewed. Official notice to the College will be made by addressing the President of the College. Official notice to the Association will be made by addressing the President of the Association.

ARTICLE XII

A. REOPENING OF NEGOTIATIONS

Between September 15, 1973 and September 30, 1973, the Association may notify the President of the College in writing of its desire to reopen the Agreement. If the By-Laws as presently ratified by the faculty have been formally adopted in substance by the College, such reopener and any resulting negotiations shall be limited to the salary schedule and fringe benefits received by faculty covered by this Agreement and to a definition of the scope of negotiations. If the adopted By-Laws omit articles ratified by the faculty, the omitted articles shall be subject to negotiation to the extent that their content is subject to negotiation under the law.

Upon notice to reopen being given, the duly authorized representatives, designated by the parties, will meet for the purpose of negotiating possible adjustments in the Agreement for the subsequent fiscal year.

B. THE NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

1. The parties agree to enter into collective negotiations in accordance with State law in a good faith effort to reach agreement on future contracts as to terms and conditions of employment for faculty of the College.

2. The parties recognize that the negotiating process is bound up with the State budget process and will endeavor in good faith to reach agreement in time to influence the budget process.

3. Any agreements so negotiated shall be reduced to writing.

4. The College agrees to recognize seven (7) faculty members designated by the Association as representatives for collective negotiations. The Association shall provide the College with written notice of the names of such faculty members. This designation shall not preclude the Association from designating substitutes for its representatives nor from enlarging the number by mutual consent of the parties to provide for factual knowledge or expertise with respect to a particular subject under discussion at particular negotiating sessions.

5. The parties mutually pledge that their chief representatives shall be clothed with the necessary power and authority to make proposals and counter-proposals in the course of negotiations.

6. If agreement cannot be reached between the Association and the College, either party has the right to declare an impasse and request assistance procedures through mechanisms provided by applicable State law.

ARTICLE XIII

AVAILABILITY OF CONTRACTS

Within thirty (30) days after the signing of this Agreement by both parties, one thousand (1,000) copies of this Agreement shall be printed by the College. The College will deliver one hundred (100) copies to the Association for their office use and will arrange distribution to all members of the recognized unit now employed or thereafter employed by the College. In the case of future faculty members, distribution shall be affected at the time of Personnel processing.

ARTICLE XIV

CONFORMITY TO LAW

1. This Agreement is subject in all respects to the laws of the United States and the State of New Jersey. In the event that any provision of this Agreement shall at any time be held to be contrary to law such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect.

2. It is understood and agreed that any provision of this Agreement which require amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

ARTICLE XV

BULLETIN BOARDS

The Association shall be permitted to post notices of its activities and matters of Association concern on one bulletin board in each department. As a matter of courtesy, the Association shall provide the Personnel Office in each unit with a copy of all postings. The parties recognize that College property is not an appropriate place for posting material which constitutes election campaign material for or against any person, organization, or faction thereof. Any material to which the College objects shall be removed and shall be subject to discussion by the Committee established in Article IV.

ARTICLE XV

COMPLETE CONTRACT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hands and seals.

FOR THE COLLEGE	FOR THE ASSOCIATION

APPENDIX I

COLLEGE OF MEDICINE AND DENTISTRY OF NEW JERSEY
FACULTY SALARY SCHEDULE
Effective July 1, 1973

STEPS	RANGE RANK INCREMENT	91 INSTRUCTOR $783	92 ASSISTANT PROF. $994	93 ASSOC. PROF. $1,242	94 PROFESSOR $1,366
	1	$15,656	$19,011	$22,366	$26,839
	2	16,439	20,005	23,608	28,205
	3	17,222	20,999	24,850	29,571
	4	18,005	21,993	26,092	30,937
	5	18,788	22,987	27,334	32,303
	6	19,571	23,981	28,576	33,669
	7	20,354	24,975	29,818	35,035
	8	21,137	25,969	31,060	36,401
	9	21,920	26,963	32,302	37,767
	10	22,703	27,957	33,544	39,133
	11	23,486	28,951	34,786	40,499